

**Ramsey County
Grant Agreement**
Inclusive Employer Champions

This Grant Agreement is between Ramsey County, acting through its Workforce Solutions Department, 160 East Kellogg Boulevard, Suite 6700, Saint Paul, MN 55101 (“County”) and [name], [address] (“Grantee”).

Background

- A. The County is empowered to enter into this grant agreement.
- B. The County solicited Commercial Clubs, Chambers of Commerce, Economic Development Commissions, Economic Development Authorities, Business Leagues including professional organizations and service clubs such as Rotary International, or a Non-Profit Development Corporations to submit applications to be Inclusive Employer Champions. Inclusive Employer Champions are key stakeholders in creating a healthy and effective workforce ecosystem. Grantees will help the County in creating and maintaining successful partnerships focused on connecting businesses to job seekers and workforce resources to build a more inclusive economy.
- C. The Grantee agrees to perform all services described in this grant agreement to the satisfaction of the County.

Terms and Conditions

1. Grantee Duties

The Grantee, who is not a County employee, will undertake the following activities within the following timeline and in accordance with the attached workplan and budget:

- [Describe activities as agreed between County and Grantee]
- The Grantee will submit a narrative report for the project to Ramsey County staff, using a report format provided by the County. The report will become the property of Ramsey County. Information provided in the report may be used in future publications by Ramsey County (without individual names/identifying information). The reports are due to the County after grant execution according to the following schedule: 6 months, 9 months and 12 months.

2. Racial Equity

The County is committed to advancing racial equity for its residents. The commitment is captured in the County’s Advancing Racial Equity Policy which states that “Racial equity is achieved when race can no longer be used to predict life outcomes, and outcomes for all are improved.”

Consistent with the Advancing Racial Equity Policy, the Grantee will take all reasonable measures to advance racial equity during grant performance. Grantee recognizes and acknowledges this requires deconstructing barriers and changing systems, structures, policies, and procedures. Grantee will be equitable, inclusive, transparent, respectful, and impactful in serving and engaging residents. Grantee will have meaningful and authentic engagement of community and employees to strengthen the administration, development, and implementation of policies and procedures to

advance racial equity and ensure that all residents in need have awareness of and access to grant services.

3. Financial Reports

The Grantee shall submit, if requested by the County in its sole discretion, an audited financial report that shows how funds received from the County pursuant to this Agreement were disbursed.

4. Term

a. Effective date:

[Insert date], or the date the County obtains all required signatures, no payments will be made to the Grantee until this grant agreement is fully executed, and may be renewed for up to _____ additional one year period(s).

b. Expiration date:

[Insert date], or until all obligations have been satisfactorily fulfilled, whichever occurs first.

c. Contract renewals shall be made by way of written Amendment to the original grant agreement and signed by authorized representatives.

5. Consideration and Terms of Payment

a. Consideration for all services performed and goods or materials supplied by Grantee pursuant to this Agreement shall be paid by the County as follows: Compensation shall be one initial cash advance of \$XX,XXX [equal to the first six month period of grant expenses] followed by a second payment of \$XX,XXX [equal to a three month period of grant expenses] released upon receipt and approval of a six-month report, followed by a third payment of \$XX,XXX [equal to a three month period of grant expenses] released upon receipt and approval of a 9-month report. Second and third payments will be released upon documentation of Program Line Item Budget spending and reconciliation of previous advance. The County reserves the right to request additional documentation as needed to reconcile all previous advance payments.

b. The total obligation of the County for all compensation to Grantee shall not exceed [INSERT written out dollar amount] (\$000,000).

c. Advanced payments may be made in accordance with Ramsey County Vendor Advancement Policy. This policy is available upon request.

d. During the term of this Agreement, the County reserves the right to add additional funds and additional Inclusive Employer Champion services or reduce funds via written amendment, to accommodate unanticipated needs, accidental omissions, new service offerings, or changes in funding. If additional funds or services are added or removed, funding information, requirements, and other updates will be added to agreement via written amendment.

6. Conditions of Payment

All services provided by the Grantee under this grant agreement must be performed to the County's satisfaction, as determined at the sole discretion of the County's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the County to be unsatisfactory or performed in violation of federal, state, or local law.

7. Indemnification

The Grantee shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims, or actions, including attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Grantee, its officials, agents, or employees, in the execution, performance, or failure to adequately perform the Grantee's obligations pursuant to this Agreement.

8. Insurance

It is the responsibility of the Grantee to purchase and maintain such insurance as will protect the Grantee from claims which may arise out of or result from operations and services of the Grantee under the terms of this Agreement.

The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered County employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the County's obligation or responsibility.

9. Non-Assignability

The Grantee shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by subgrant, subcontract, assignment or novation, without the prior written consent of the County.

10. Data Practices

All data collected, created, received, maintained or disseminated for any purpose in the course of the Grantee's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, or any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

The Grantee shall take all reasonable measures to secure all data collected, created, received, maintained or disseminated for any purpose during the course of the Grantee's performance of this Agreement. Grantee shall ensure access to County data during its performance is limited to those persons with a need to know for the provision of services by the Grantee. At the end of the Agreement all County data will be purged from the Grantee's computers and storage devices used for the services and the Grantee shall give the County written verification that the data has been purged.

11. Compliance with Applicable Law

The Grantee agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Grantee's performance of the provisions of this Agreement. It shall be the obligation of the Grantee to apply for, pay for and obtain all

permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

12. Audit

Pursuant to the Minn. Stat. §16C.05 until the expiration of six (6) years after the furnishing of services pursuant to this Agreement, the Grantee, upon written request, shall make available to the County, the State Auditor or the County's ultimate funding sources, a copy of this Agreement and the books, documents, records and accounting procedures and practices of the Grantee relating to this Agreement.

13. Termination

a. Termination by the County

The County may immediately terminate this grant agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

b. Termination for Cause

The County may immediately terminate this grant agreement if the County finds that there has been a failure to comply with the provisions of this grant agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The County may take action to protect the interests of the County, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

c. Termination for Insufficient Funding

The County may immediately terminate this grant agreement if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The County is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The County will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The County must provide the Grantee notice of the lack of funding within a reasonable time of the County's receiving that notice.

14. Force Majeure

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party including but not limited to: war, storms, flooding, fire, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

15. Respectful Workplace and Violence Prevention

The Grantee shall make all reasonable efforts to ensure that the Grantee's employees, officers, agents, subgrantees, and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Respectful Workplace and Violence Prevention Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it

is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

16. Publicity and Endorsement

a. Publicity

Any publicity regarding the subject matter of this grant agreement must not be released without prior written approval from the County's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subgrantees and subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement.

b. Endorsement

The Grantee must not claim that the County endorses its products or services.

17. Governing Law, Jurisdiction and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

18. Authorized Representative

The County's Authorized Representative is Ling Becker ling.becker@co.ramsey.mn.us, who has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the County's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is [name], [address], [phone number], Email: [email address]. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the County in writing.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be executed:

GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By:

Title:

Date:

Ramsey County

By:

Title:

Date: